



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 26, 2016

Ordinance 18222

Proposed No. 2015-0507.1

Sponsors Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Service Employees International Union, Local
4 925 (Department of Executive Services - Facilities
5 Management Division) representing employees in the
6 department of executive services; and establishing the
7 effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

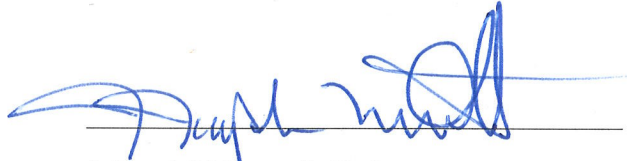
9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and Service Employees International Union, Local 925 (Department of
11 Executive Services - Facilities Management Division) representing employees in the
12 department of executive services, which is Attachment A to this ordinance, is hereby
13 approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2015, through and including December 31, 2016.
16

Ordinance 18222 was introduced on 12/7/2015 and passed by the Metropolitan King
County Council on 1/25/2016, by the following vote:

Yes: 8 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.
McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and
Ms. Balducci
No: 1 - Mr. Gossett
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



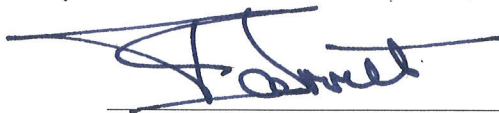
J. Joseph McDermott, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 4th day of February, 2016.



Dow Constantine, County Executive

Attachments: A. Agreement Between Service Employee International Union, Local 925 and King
County

AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY

1		
2		
3		
4		
5		
6	ARTICLE 1: PURPOSE.....	1
7	ARTICLE 2: EMPLOYEE CATEGORIES	2
8	ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP	4
9	ARTICLE 4: RIGHTS OF MANAGEMENT	5
10	ARTICLE 5: HOLIDAYS	6
11	ARTICLE 6: VACATIONS	8
12	ARTICLE 7: SICK LEAVE	11
13	ARTICLE 8: MISCELLANEOUS LEAVES	15
14	ARTICLE 9: SAFETY	18
15	ARTICLE 10: CONTRACTING OUT	20
16	ARTICLE 11: WAGE RATES AND OVERTIME	22
17	ARTICLE 12: HOURS OF WORK	26
18	ARTICLE 13: MEDICAL, DENTAL AND LIFE INSURANCE	29
19	ARTICLE 14: MISCELLANEOUS	29
20	ARTICLE 15: DISPUTE RESOLUTION PROCEDURES	33
21	ARTICLE 16: REDUCTION IN FORCE AND RE-HIRE	37
22	ARTICLE 17: SENIORITY	40
23	ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY	41
24	ARTICLE 19: SAVINGS CLAUSE	41
25	ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION	42
26	ARTICLE 21: WAIVER CLAUSE	43
27	ARTICLE 22: EMPLOYEE RIGHTS	43
28	ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION	45
	ARTICLE 24: UNION REPRESENTATION	47
	ARTICLE 25: PRODUCTIVITY RECOGNITION PROGRAM	48
	ARTICLE 26: DURATION	51
	ADDENDUM A: WAGES	52
	ADDENDUM B: MEMORANDUM OF AGREEMENT: ADDRESSING "TOTAL	
	COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND	
	COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY	
	COALITION OF LABOR UNIONS	

AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY

These articles constitute an Agreement, the terms of which have been negotiated in good faith between King County and SEIU Local 925. This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (Council) of King County, Washington.

ARTICLE 1: PURPOSE

1.1. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County (County) and the employees represented by SEIU Local 925 (Union) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

1.2. Improvement of Relationship. This desire to promote the continued improvement of the relationship between the County and the Union was reflected in the establishment of an Interest-Based Bargaining Team (IBBT) comprised of Facilities management and employees, a Union representative, and a Labor Negotiator from King County's Labor Relations staff, and the use of a collaborative bargaining process to arrive at this Agreement. Standards established by the IBBT for evaluating the provisions of this Agreement include the following:

1. Promote better management-employee relations;
2. Fair and equitable;
3. Enhances the partnership between union and management;
4. Understandable by everyone;
5. Ratifiable;
6. Enforceable;
7. Economically feasible;

1 8. Legal; and

2 9. Promotes efficient and effective public service.

3 **ARTICLE 2: EMPLOYEE CATEGORIES**

4 **2.1. Definitions.**

5 **A. Regular Full-time Employee.** An individual employed in a position established
6 in the County budget as an authorized FTE and which will require at least twenty-six (26) weeks of
7 service per year with a work schedule of not less than forty (40) hours per week. Regular full-time
8 employees are career service employees who are not on probation.

9 **B. Regular Part-time Employee.** An individual employed in a position established
10 in the County budget which requires at least twenty-six (26) weeks of service per year at the work
11 schedule established for the position (or would have required twenty-six (26) weeks of service per
12 year at the work schedule established for the position had the position been established on January 1)
13 and which has an established work schedule of less than forty (40) hours per week but at least half
14 time. Regular part-time employees are career service employees who are not on probation.

15 **C. Temporary Employee.** An individual employed in a position which is not a
16 position established in the County budget as an authorized FTE and who works less than one
17 thousand forty (1040) hours.

18 Temporary employees are not career service employees and are not eligible for vacation, sick
19 leave, holiday, medical, dental, or other insurance benefits. Temporary employees are eligible for
20 participation in the Public Employees Retirement System as provided by State Law.

21 **D. Term-Limited Temporary Employee.** A term-limited temporary is a temporary
22 employee who is employed in a term-limited temporary position. Term-limited temporary employees
23 are not members of the career service. They may not be employed in term-limited temporary
24 positions longer than three years beyond the date of hire, except that for grant-funded projects, capital
25 improvement projects, and information systems technology projects the maximum period may be
26 extended for up to five years upon approval of the Director of the Human Resources Division (HRD).

27 **E. Seasonal Employee.** A temporary employee in a position (for) which:

28 1. Is not a position established in the County budget as an authorized FTE;

2. Will require less than one thousand forty (1040) hours in a calendar year;
- and
3. The need exists at regular, predictable intervals during the year.

Seasonal employees are not eligible for vacation, sick leave, holiday, medical, dental, or other insurance benefits. They are eligible for participation in the Public Employees Retirement System as provided by State Law.

F. Lead Worker. In addition to performing the regular duties of the assigned classification, the Lead worker has responsibility for regularly assigning, scheduling and reviewing work within the work unit, including performing formal and informal inspections, reporting problems to the supervisor, and providing guidance and training to others in the assigned work unit. Under the direction of a supervisor, the Lead may be called upon to assist in the hiring process and to provide input to the supervisor prior to any performance evaluations.

2.2. Regular or Temporary Employment. For work performed by County employees represented by this Agreement, the County and the Union have the common goal of maintaining a stable, qualified work force. To this end, the following principles will guide the assignment of work to employees represented under this Agreement, when such work is performed by County employees.

A. Work that is year-round in nature, requiring employees with consistent and defined skills, should be performed by regular full-time or regular part-time career service employees.

B. The following work may be performed by part-time, temporary (including term-limited temporary), or seasonal employees. Work that is:

- seasonal or cyclical in nature
- time-limited
- project specific
- requiring specific skills that are not available in the County's regular work force; or
- requiring an employee to work less than half-time.

C. In fulfilling these principles, the County will develop and maintain staffing plans that define the work being assigned to regular full-time or regular part-time career service and

temporary (including term-limited temporary) or part-time employees.

2.3. Supplements to Regular Work Force. Seasonal and temporary (including term-limited temporary) employees are supplementary to the regular work force and shall not be used to supplant regular full-time or regular part-time positions or undermine the integrity of the bargaining unit. These employees are employed at will and are part of the bargaining unit and subject to the terms of this Agreement.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1. Union Recognition. The County recognizes SEIU Local 925 as representing its members whose job classifications are listed in the attached Addendum A.

3.2. Union Membership/Representation Fee. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Union or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee.

3.3. Religious Tenets or Beliefs. Nothing contained in this Article shall require an employee to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee and the Union to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

3.4. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the same to the Union. The Union will indemnify, defend and hold the County harmless against any

1 claims made and against any suit instituted against the County on account of any check-off of dues
2 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
3 of the check-off provision upon presentation of proper evidence thereof.

4 **3.5. Cause for Discharge.** Failure by an employee to abide by the above provisions shall
5 constitute cause for discharge of such employees; provided that when an employee fails to fulfill the
6 above obligations the Union shall provide the employee and the County with a thirty (30) day
7 notification of the Union's intent to initiate discharge action and during this period the employee may
8 make restitution in the amount which is overdue.

9 **3.6. Membership Application.** The County will require all new employees hired into a
10 position included in the bargaining unit to sign a form (in triplicate) which will inform them of the
11 Union's exclusive recognition. One copy of the form will be retained by the County, one by the
12 employee and the original sent to the Union. The County will notify the Union of any employee
13 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

14 **3.7. Bargaining Unit List.** The County will transmit to the Union twice a year, upon written
15 request, a current listing of all employees in the unit. Such list shall indicate the name of the
16 employee, wage rate, job classification, work shift, location, and unit.

17 **3.8. COPE Payroll Deduction.** The County shall, upon receipt of a written authorization
18 form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the
19 amount of contribution the employee voluntarily chooses for deduction for political purposes and
20 shall transmit the same to the Union.

21 **ARTICLE 4: RIGHTS OF MANAGEMENT**

22 **4.1. Management Rights.** The management of the County and the direction of the work
23 force is vested exclusively in the County subject to the terms of this Agreement. Except to the extent
24 there is contained in this Agreement express and specific provisions to the contrary, all power,
25 authority, rights and jurisdictions of the County are retained by and reserved exclusively to the
26 County, including, but not limited to, the right to manage the work of employees, to discipline,
27 transfer, and evaluate employees; to determine and implement methods, means and assignments,
28 establish classifications and select personnel by which operations are to be conducted, including

staffing levels; and to initiate, prepare, modify and administer the budget.

4.2. Release from Work. When the County has no work available for employees in specific classifications, nothing in this Agreement shall prohibit the County from assigning such employees to perform other work as directed or, in absence of other necessary work, to send the employee home. The County agrees to make a good faith effort and exhaust all reasonable options for alternate assignment prior to sending an employee home. Additionally, prior to sending an employee home, the County may seek volunteers. Employees who are released may use vacation leave to cover lost hours.

4.3. Performance Evaluations. The County may conduct performance evaluations at least annually as part of a systematic and equitable employee performance management system.

ARTICLE 5: HOLIDAYS

5.1. Holidays. Regular, probationary, and term-limited temporary employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any designated by public proclamation of the chief executive of the state as a legal holiday, as approved by Council.

5.2. Day of Observance. Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

5.3. Overtime Calculation. Holidays paid for but not worked shall be recognized as time

worked for purposes of determining weekly overtime for all employees.

5.4. Holiday Premium. Work performed on holidays shall be paid at a premium rate of one and one-half (1-1/2) times the regular rate.

5.5. Prorated Holiday Benefit. Employees shall receive the regular holiday pay prorated in accordance with their regular schedule. For example:

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
20.0	48.0	4.0 hours
40.0	96.0	8.0 hours

5.6. Pay Status and Eligibility. An employee must be in a pay status either the employee's scheduled working day before or the employee's scheduled working day after a holiday in order to receive holiday pay. An employee leaving County employment the day prior to the holiday shall not receive holiday pay.

5.7. Personal Holidays. Each employee eligible for holiday pay shall receive two (2) additional personal holidays; provided that no employee shall be granted more than ninety-six (96) hours of holiday time in a calendar year. These days shall be administered through the vacation plan. One (1) day will be added to each employee's vacation accrual on the first day of October and the first day of November of each year. Employees will be able to use these days in the same manner as they use vacation days earned.

5.8. Augmenting Holiday Pay. If an employee's regularly scheduled work hours exceed the number of holiday hours earned on any non-work holiday, the employee shall have the option of using accrued vacation hours to allow total compensation hours to equal the number of hours in the regular work schedule.

5.9. Work on a Holiday. Employees who work on a holiday have the option of earning compensatory time at 1-1/2 times the regular rate of pay in lieu of receiving premium pay of 1-1/2 times the regular rate of pay. Holiday hours accrued under this section will not count as hours worked for the purpose of determining weekly overtime in the week they are accrued.

ARTICLE 6: VACATIONS

6.1. Accrual Rate. Regular, probationary, and term-limited temporary full-time employees shall receive vacation benefits as indicated in the following table based upon a full-time schedule of forty (40) hours per week.

Length of Continuous Service	Hourly Accrual Rate	Annual Vacation Credit in Hours	Annual Accrual in Days	Maximum Allowable Accrual in Hours	Maximum Allowable Accrual Work Day Equivalent
Upon hire through end of year 5	.04615 hour	96 hours	12 days	96 hours	12 days
Upon beginning of year 6 through end of year 8	.05770 hour	120 hours	15 days	480 hours	60 days
Upon beginning of year 9 through end of year 10	.06154 hour	128 hours	16 days	480 hours	60 days
Upon beginning of year 11 through end of year 16	.07692 hour	160 hours	20 days	480 hours	60 days
Upon beginning of year 17	.08077 hour	168 hours	21 days	480 hours	60 days
Upon beginning of year 18	.08462 hour	176 hours	22 days	480 hours	60 days
Upon beginning of year 19	.08846 hour	184 hours	23 days	480 hours	60 days
Upon beginning of year 20	.09231 hour	192 hours	24 days	480 hours	60 days
Upon beginning of year 21	.09615 hour	200 hours	25 days	480 hours	60 days
Upon beginning of year 22	.1 hour	208 hours	26 days	480 hours	60 days
Upon beginning of year 23	.10385 hour	216 hours	27 days	480 hours	60 days
Upon beginning of year 24	.10769 hour	224 hours	28 days	480 hours	60 days
Upon beginning of year 25	.11154 hour	232 hours	29 days	480 hours	60 days
Upon beginning of year 26 and beyond	.11538 hour	240 hours	30 days	480 hours	60 days

Note: Equivalent work days are based on five (5) equal work days per week. Alternative work schedules would not necessarily produce the same number of days.

1 **6.2. Rate of Pay for Use or Cash-Out of Vacation Leave.** For purposes of this Article,
2 employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at
3 the time of vacation or upon termination, provided that special assignments shall not be considered to
4 be a part of the base rate.

5 **6.3. Accrual Rates for Eligible Part-Time Employees.** Regular, probationary, and term-
6 limited temporary part-time employees shall accrue vacation leave in accordance with the vacation
7 leave schedule set forth in Section 6.1 of this Article, provided, however, such accrual rates shall be
8 prorated to reflect the employee's hours of work.

9 **6.4. County Work While Receiving Vacation Pay.** No employee shall work for
10 compensation for the County in any capacity during the time that the employee is on vacation leave.

11 **6.5. Effective Date of Accrual.** Employees eligible for vacation leave shall accrue vacation
12 leave from their date of hire with the County.

13 **6.6. Increments of Vacation Leave.** Vacation leave may be used in one quarter hour
14 increments, at the discretion of the appointing authority.

15 **6.7. Pay Upon Separation.** Upon separation for any reason, the employee will be paid for
16 unused vacation credits up to the maximum allowable accumulated vacation; provided, however,
17 employees hired after September 1, 1986 who are eligible for participation in the Public Employees'
18 Retirement System Plan I shall not be compensated for more than two hundred forty (240) hours of
19 accrued vacation at the time of retirement. Vacation hours accrued in excess of two hundred forty
20 (240) hours must be used prior to the employee's date of retirement or such excess hours shall be lost.

21 **6.8. Impact of Unpaid Absence on Accrual.** No employee shall earn the equivalent of one
22 month's vacation credit during a month when the employee is absent without pay more than three
23 working days.

24 **6.9. Prior Accrual Required.** An employee shall not be granted vacation benefits if not
25 previously accrued by the employee.

26 **6.10. Payment of Accrued Leave Upon Employee's Death.** In cases of separation from
27 County employment by death, payment of unused vacation leave up to the maximum accrual amount
28 shall be made to the employee's estate, or in applicable cases, as provided by state law,

1 RCW Title 11.

2 **6.11. Accrual Above Maximum.** Employees may carry over additional vacation beyond the
3 maximum specified herein, if, as a result of cyclical workloads or work assignments use of vacation
4 was denied by the Section Manager and absent the ability to carry over leave, the excess accrued
5 vacation would be lost.

6 **6.12. Eligibility for Use and Pay-Out of Accrued Vacation.** Employees in regular
7 positions who leave County employment for any reason after successful completion of six (6) months
8 of County service will be paid for their unused vacation up to the maximum specified herein, except
9 as provided in Section 6.7. Employees shall not be eligible to take or be paid for vacation leave until
10 they have successfully completed their first six (6) months of County service, and if they leave
11 County employment prior to successfully completing their first six (6) months of County service they
12 shall forfeit and not be paid for accrued vacation leave. If federal or state law provides for greater
13 benefits for the use of paid leave for family care, the applicable law will apply. Employees shall
14 forfeit the excess accrual prior to December 31st of each year, except as provided for in Section 6.11.

15 **6.13. Accrual Rate Upon Return to County Employment.** If a regular employee resigns
16 from County employment in good standing or is laid off and subsequently returns to County
17 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
18 County service shall be counted in determining the vacation leave accrual rate under this Article.

19 **6.14. Scheduling.**

20 A. All vacation preferences shall be made on the designated form.

21 B. Vacation preference requests for a period beginning May 1 and ending the
22 following April 30 must be received by management no later than April 1. The vacation schedule
23 shall be posted on or before May 1.

24 C. Vacation preference requests shall be granted on the basis of classification
25 seniority provided that operations are properly staffed at all times.

26 D. Vacation preference requests may be made in increments ranging from one-half
27 hour's duration up to and including the maximum accumulation available.

28 E. Vacation preference requests shall contain a maximum of five (5) time periods or

increments, not to total more than the number of days accumulated, listed in order of priority to the individual. Employees shall, on the basis of classification seniority, be entitled to approval for only one (1) increment at a time. Employees not granted their first priority increment shall have their second priority granted on the basis of seniority. Seniority shall also be applied to third, fourth, and fifth priority requests until all available vacation time is scheduled.

F. Vacation requests received after April 1 of a given calendar year shall be approved in order of their receipt provided that operations are properly staffed at all times.

G. Classification seniority shall not be used to gain approval of a vacation period that includes the same holiday in two (2) succeeding years.

ARTICLE 7: SICK LEAVE

7.1. Accrual

A. Every regular, probationary, and term-limited temporary employee shall accrue sick leave benefits at a rate equal to .04616 hours for each hour in pay status exclusive of overtime up to a maximum accrual of ninety-six (96) hours per year. Sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

B. During the first six (6) months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If federal or state law provides for greater benefits for the use of paid leave for family care, the applicable law will apply. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

C. There shall be no limit to the hours of sick leave benefits accrued by an employee.

7.2. Use of Sick Leave.

A. Sick leave may be used in one-quarter (1/4) hour increments at the discretion of the employee's immediate supervisor.

B. Sick leave shall be paid on account of the following reasons:

a. Employee's illness; provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total

1 amount greater than the net regular pay of the employee;

2 b. The employee's incapacitating injury, provided that:

3 (1) An employee injured on the job may not simultaneously collect
4 sick leave and worker's compensation payments in a total amount greater than the net regular pay of
5 the employee;

6 (2) An employee may not collect sick leave for physical incapacity due
7 to any injury or occupational illness which is directly traceable to employment other than with the
8 County.

9 c. A female employee's temporary disability caused by or contributed to by
10 pregnancy and childbirth.

11 d. Employee exposure to contagious diseases and resulting quarantine;

12 e. Employee keeping medical, dental, or optical appointments, provided that
13 the employee's appointing authority has approved the use of sick leave for such appointments;

14 f. Sick leave may be used to care for family members of an employee in
15 accordance with Section 7.9.

16 **7.3. Exhaustion of Sick Leave.** An employee who has exhausted all of his/her sick leave
17 may use accrued vacation leave as sick leave before going on leave of absence without pay, if
18 approved by his/her appointing authority.

19 **7.4. Administration.** Division management is responsible for the proper administration of
20 sick leave benefits. Verification from a licensed health care provider may be required to substantiate
21 the health condition of the employee or family member for leave requests. In cases where
22 management has uniform documentation to support a history of excessive or patterned absenteeism,
23 an employee may be put on written notice by the Section Manager that for a period not to exceed six
24 (6) months requests for compensation under this Article must be accompanied by proof of need.

25 **7.5. Separation.** Separation from County employment, except by retirement or reason of
26 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
27 employee. Should the employee resign in good standing and return to the County within two years,
28 accrued sick leave shall be restored.

7.6. Disability. Accrued sick leave may be used for absence due to temporary disability including that caused or contributed to by pregnancy, but except for leaves that are requested and approved pursuant to the King County Family and Medical Leave Ordinance and Section 7.10 in this Article, there shall be no requirement to exhaust accrued sick leave prior to taking a leave of absence for such disability.

7.7. Pay-out. Employees eligible to accrue sick leave, who have successfully completed at least five (5) years of County service, and who retire as a result of length of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County health insurance at the COBRA rates. This sick-leave cash-out is subject to any determination by bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County Code. Such determination is applicable to all members of the bargaining unit.

7.8. Job Injury. Employees injured on the job cannot simultaneously collect sick leave and worker's compensation payments greater than net regular pay of the employee. Administrative rules have been established to allow for payments equal to net regular pay of employees qualifying under worker's compensation.

7.9. Family Care.

7.9.1. Accrued sick leave may be used for the following reasons:

A. To care for the employee's child if the child has an illness or health condition that requires treatment or supervision by the employee; and to care for the employee's spouse, domestic partner, parent-in-law, or grandparent who has a serious health condition or an emergency condition.

B. To care for other family members under the following circumstances:

1. For King County Family Medical Leave, the employee must have been

1 employed by the County for twelve (12) months or more and have actually worked a minimum of one
2 thousand forty (1040) hours (40 hour employee) the preceding twelve (12) months (paid leaves such
3 as holiday, vacation and sick leave are not considered hours worked). For Federal Family Medical
4 Leave the employee must have worked 1250 hours in the preceding 12 months.

5 2. The family member is the employee's spouse or domestic partner; the child
6 of the employee, the employee's spouse, or the employee's domestic partner; or the parent of the
7 employee, the employee's spouse, or the employee's domestic partner; and the reason for the leave is
8 one of the following:

9 a. The birth of a child and care of the newborn child, or placement of
10 the child by adoption or foster care, if the leave is taken within twelve months of the birth, adoption,
11 or placement;

12 b. To care for the employee's child or child of the employee's spouse
13 or domestic partner whose illness or health condition requires treatment or supervision by the
14 employee; or

15 c. Care of a family member who suffers from a serious health
16 condition as defined in the King County Personnel Guidelines.

17 C. To care for immediate family members in additional circumstances not covered by
18 A. or B. For the purposes of this section, "immediate family" shall include: spouse or domestic
19 partner; child of employee, employee's spouse, or employee's domestic partner; parent; grandparent;
20 grandchild; sibling; and any persons for whose financial or physical care the employee is principally
21 responsible. Employees eligible for sick leave shall be entitled to use and normally shall have
22 approved sick leave for family care under these and similar circumstances.

23 1. When the employee certifies that no other person is available and capable of
24 providing care of the ill or injured family member.

25 2. For accompanying or transporting immediate family members to medical or
26 dental appointments, provided that the immediate family member is a minor child, is infirm, or
27 cannot reasonably travel to and from the appointment without the employee's aid.

28 3. Unless covered by A. or B. of this Section, use of sick leave shall be subject

1 to the following limitations.

2 a. A maximum of three (3) days of family care sick leave may be
3 permitted for each occurrence.

4 b. No more than six (6) days of family care sick leave may be used in
5 any one calendar year.

6 c. Each request for family care sick leave must be verified in writing,
7 which shall include the relationship of the immediate family member and a statement of the need for
8 care or attendance.

9 7.9.2. The employee's supervisor may require a physician's verification of the need for
10 family care leave.

11 7.9.3. If federal or state law provides for greater benefits for the use of paid leave for family
12 care, the applicable law will apply.

13 **7.10. Family and Medical Leave.** Employees shall be entitled to family medical leave as
14 provided by the King County Family Medical Leave Ordinance (KCC 3.12.220), the federal Family
15 Medical Leave Act, and any Washington state laws that provide for family medical leave.

16 Seniority shall accrue in accordance with Article 17 while an employee is on family and
17 medical leave.

18 **7.11. Informational Resource.** To assist employees in understanding their ability to utilize
19 leave for medical and family reasons, the County agrees to distribute to employees information from
20 King County Code 3.12.220.

21 **ARTICLE 8: MISCELLANEOUS LEAVES**

22 **8.1. Donation of Vacation and Sick Leave Hours.**

23 **8.1.1. Vacation Leave Hours.** Any regular or term-limited temporary employee who has
24 completed at least one (1) year of service may donate to any other regular or term-limited temporary
25 employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family
26 leave benefits of the receiving employee. Donated vacation hours shall be converted to a dollar value
27 based upon the donor's straight time rate.

28 Vacation donations are strictly voluntary. Employees are prohibited from offering or

1 receiving monetary or any other compensation in exchange for donating vacation hours. The number
2 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

3 Donated vacation hours must be used within ninety (90) calendar days. Donated hours not
4 used within ninety days or due to the death of the receiving employee shall revert to the donor.
5 Donated vacation hours are excluded from vacation payoff provisions.

6 **8.1.2. Sick Leave Hours.** Any regular or term-limited temporary employee whose sick leave
7 accrual balance exceeds one hundred (100) hours may donate to any other regular or term-limited
8 temporary employee a portion of his/her accrued sick leave upon written notice to the donating and
9 receiving employees' department director(s). Sick leave hour donations are strictly voluntary. No
10 employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar
11 year. Employees are prohibited from offering or receiving monetary or any other compensation in
12 exchange for donating sick leave hours.

13 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
14 rate.

15 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
16 used within ninety days or due to the death of the receiving employee shall revert to the donor.

17 Donated sick leave hours are exempt from sick leave payoff provisions.

18 **8.2. Bereavement.**

19 A. Regular, probationary, and term-limited temporary employees shall be entitled to
20 three (3) working days of bereavement leave per instance due to death of members of their immediate
21 family.

22 B. Regular, probationary, and term-limited temporary employees who have exhausted
23 their bereavement leave shall be entitled to use sick leave in the amount of up to three working days
24 for each instance when death occurs to a member of the employee's immediate family.

25 C. For purposes of this section, a "working day" refers to all of the hours an employee
26 is scheduled to work on the day of bereavement leave.

27 D. In the application of any of the foregoing provisions, when a holiday or regular
28 day off falls within the prescribed period of absence, it shall not be charged against the employee's

1 sick leave or bereavement account.

2 E. For the purposes of this Section, "immediate family" shall be construed to mean
3 persons related to an employee by blood or marriage or legal adoption as follows: spouse or domestic
4 partner; child of employee, employee's spouse, or employee's domestic partner; grandparent;
5 grandchild; parent of the employee, the employee's spouse, or employee's domestic partner; sibling;
6 any persons for whose financial or physical care the employee is principally responsible; son-in-law;
7 daughter-in-law; father-in-law; mother-in-law; or an individual who stood in loco parentis to the
8 employee, the employee's spouse, or employee's domestic partner.

9 **8.3. School Volunteer Leave.**

10 An employee may use up to three days of accrued sick leave per year for the purpose of
11 volunteering at the employee's children's school. The employee must obtain advance approval for
12 such leave.

13 **8.4. Leave of Absence for Union Work.**

14 An employee elected or appointed to office in a local of the Union which requires a part or all
15 of his/her time shall be given leave of absence without pay upon application.

16 **8.5. Jury Duty.**

17 If a regular, probationary, or term-limited temporary employee, including a seasonal worker,
18 who is employed at least half-time is called for jury duty, then the employee will be entitled to
19 regular pay for all work hours that the employee misses due to jury duty. The employee should
20 deposit his or her jury duty fees, excluding mileage, with the Finance and Business Operations
21 Division of the Department of Executive Services. Employees must contact their supervisor when
22 dismissed from jury duty during regularly scheduled working hours and may be required to report
23 back to work.

24 **8.6. Leave Examinations.**

25 An employee eligible for paid leave will be entitled to necessary time off with pay for the
26 purpose of participating in County qualifying or promotional examinations. This will include time
27 required to complete any required interviews.

8.7. Military Leave.

A leave of absence for active military duty or active military training duty will be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

8.8. Unauthorized Leave.

Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Division Manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his automatic resignation became effective.

8.9. Leaves of Absence Without Pay.

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the County.

8.10. Return to Work Following Medical Leave. Consistent with applicable law, the County will make a good faith effort to accommodate an employee's return to work in a timely fashion.

ARTICLE 9: SAFETY

9.1. Commitment to Safety. The County shall provide and maintain a safe and healthful workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace safety and health.

9.2. Workers' Responsibility. Employees shall follow the safety and health rules, wear and/or use all required gear and equipment provided by the County, and participate in County-provided safety training.

9.3. Equipment. No employee shall be required to use equipment which is not in a safe condition. In the event an employee discovers or identifies unsafe equipment, s/he will immediately notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the

County determines the equipment to be unsafe. At such time as the County determines the equipment to be safe, the employee will be advised.

9.4. Reporting on Safety Hazards. It is the responsibility of all employees to report safety hazards on a timely basis. "Record of Hazard Observed" forms will be available to all employees in a conspicuous area. When a safety hazard is observed, the employee shall document the hazard on a "Record of Hazard Observed" form, and turn the form in to his/her immediate supervisor for investigation and correction.

9.5. Remediating Safety Hazards. Once notice of a hazard has been received by the supervisor, s/he will investigate the situation and make correction within three (3) working days or as soon as practicable. In the event more than three (3) working days are needed, upon the Union's request, the supervisor will provide a written explanation to the reporting employee and the shop steward as to the reasons for the delay and the anticipated date of correction.

9.6. Safety Committee. A Safety Committee, consisting of an equal number of employer-selected and employee-elected members, shall meet at least bimonthly. The Safety Committee shall have the following responsibilities:

A. Review the safety and health inspection reports to assist in correction of identified unsafe conditions or practices.

B. Evaluate accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or condition involved was properly identified and corrected.

C. Evaluate the accident and illness prevention program and make recommendations for improvement where indicated.

D. Evaluate and recommend training and equipment needs.

Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Boards and filed in accordance with WISHA regulations. A liaison from this Committee shall regularly participate in the SEIU Local 925 FMD Labor Management Committee meetings. Safety Committee members shall be in pay status for time spent in meetings.

9.7. Refusal to Work Under Unsafe Conditions. Employees may refuse to work in situations where there is reasonable cause to believe that doing so would present an imminent danger

1 in which death or serious injury could happen immediately.

2 **9.8. Workers' Right to Know.** Material Safety Data Sheets (MSDS) will be available for
3 reference and review in a conspicuous area accessible to all affected employees.

4 **9.9. Safety Inspections.** Where feasible, a shop steward will accompany Safety Inspectors
5 on worksite inspections and participate in opening/closing conferences without loss of pay and
6 benefits.

7 **9.10. Safety Bulletin Board.** There shall be a safety bulletin board in every building where
8 there are at least eight (8) bargaining unit members. The bulletin boards will be sufficient in size to
9 display required posters, accident statistics, Safety Committee meeting minutes, and safety
10 educational materials.

11 **9.11. No Discrimination.** No employee will be disciplined, discriminated against, or
12 otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as
13 a witness in a safety investigation.

14 **9.12. Personal Protective Equipment.** In situations where the law requires that the
15 employer provide personal protective equipment, including clothing and boots, the County will
16 provide that equipment at County expense. Additionally, if required by King County's Safety and
17 Claims Specialist to provide certain protective equipment for specific tasks, the County will provide
18 that equipment at County expense.

19 **ARTICLE 10: CONTRACTING OUT**

20 **10.1. Contracting Out.** The County agrees not to contract out or assign to another agency or
21 individual the work normally performed by members of the bargaining unit if the contracting out or
22 assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining
23 unit. The County agrees to inform the Union of any contracting out of work normally performed by
24 members of the bargaining unit.

25 **10.2. Custodial Work.** Beginning March 31, 2006, existing Building Services contracts for
26 custodial work will not be renewed and the work will be assigned to bargaining unit members.
27 Unless the parties agree to an exception or extraordinary circumstances exist, when FMD becomes
28 responsible for new or additional facilities and/or work, the custodial work will be assigned to

1 bargaining unit members.

2 **10.3. Non-Custodial Work.**

3 **10.3.1.** Upon implementation of the Agreement, the parties will agree upon a schedule to
4 jointly review existing Building Services contracts that encompass a non-custodial body of work
5 historically performed by bargaining unit members. The parties will utilize the LMC for the joint
6 review. The County's intent is to assign bargaining unit members to perform that body of work
7 whenever possible. The review process shall evaluate whether

8 --employees possess the necessary skills;

9 --employees possess any required licenses and/or certifications;

10 --the County owns or could readily and feasibly obtain the necessary equipment;

11 --travel to remote locations for small pieces of work would be prohibitively costly;

12 --safety or liability issues exist; and

13 --performing the work in-house would not be practicable or feasible due to some other
14 extenuating circumstance.

15 **10.3.2.** If FMD becomes responsible for new or additional facilities and/or work where the
16 maintenance needs include a non-custodial body of work historically performed by bargaining unit
17 members, FMD will assign the work to bargaining unit members in the absence of an extenuating
18 circumstance. If an extenuating circumstance may be present, the parties will convene an LMC
19 meeting to review the matter, using the above criteria.

20 **10.4. Community Corrections Work Program.** The County agrees not to assign to the
21 Community Corrections program the work normally performed by bargaining unit members if the
22 assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining
23 unit. FMD will provide the LMC with quarterly updates of work the Community Corrections crew is
24 performing. Prior to expanding the work of the Community Corrections crew to performing work
25 historically performed by bargaining unit members on an ongoing, regular basis, the County will
26 bargain such expansion.

ARTICLE 11: WAGE RATES AND OVERTIME

11.1. Wage Rates. Total Compensation Agreement. Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum B.

11.2. Step Movement. All regular full-time and regular part-time employees who are not at Step 10 or on probation will advance to the next higher step on the salary range on January 1 of each year of the Agreement.

11.3. Lead Worker. An employee designated in writing by the Division Director/designee as "lead worker" shall receive a seven percent and one half (7.5%) premium in addition to the base wage for all time so assigned.

11.4. On-Call. All employees required to carry notification devices (pagers or "beepers") during their normally scheduled time off shall be compensated at the hourly rate of \$0.75 (seventy five cents) for all time spent while so assigned.

11.5. Schedule Changes. All hours worked by an employee required to work a special schedule or to change his/her shift, absent five (5) work days advance written notice as provided in Article 12.5, shall be compensated as overtime at one and one-half (1-1/2) times the regular rate of pay; provided, however, in a case where snow removal, flood control, and/or sanding operations have been anticipated and "alert" or "standby" status advance warning has been given or in a case where a special schedule is needed to respond to conditions or circumstances beyond the control of the County, overtime pay shall not be required under this section; provided further, an employee who voluntarily accepts a training opportunity with less than five (5) days notice of a schedule/shift change may adjust his/her schedule and shall not be eligible for overtime under this section.

11.6. Licenses and Certifications. Employees who are required to have hazardous materials handling, commercial drivers, or other licenses, certificates, or special endorsements, except standard driver's licenses, to perform their jobs, will be reimbursed for the cost of maintaining these licenses

or certificates.

11.7. Shift Differential.

A. Hazardous Waste. Hazardous Waste Technicians, Hazardous Waste

Surveyor/Project Manager, and Supervising Hazardous Waste Technician shall receive a 10% shift differential for working swing shift during the period 2:00 p.m. through 10:00 p.m. and a 15% shift differential for working graveyard shift during the period 10:00 p.m. through 4:00 a.m.

B. Utility Workers. When the majority of the hours worked fall on a scheduled shift

after 4:00 p.m., the entire shift worked will receive a 10% shift differential. When the majority of the hours worked fall on a scheduled shift after 12:00 a.m. (midnight) the entire shift worked will receive a 15% differential.

11.8. Overtime. Employees on a five (5) day schedule shall be paid at the rate of time and

one-half (1-1/2) for all compensated hours in excess of eight (8) in one day, exclusive of lunch period, or forty (40) in one week. Employees on a four-day schedule shall be paid at the rate of time and one-half for all compensated hours in excess of ten (10) in one day, exclusive of lunch period, or forty (40) in one week. Employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all regularly scheduled hours worked during the nine (9) hour period following the end of the employee's previous shift, unless a higher rate applies. Overtime shall be compensated for in cash except as provided in Section 11.12.

11.9. Work Week. The work week shall be as determined by the County to comply with

Fair Labor Standards Act (FLSA) provisions. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew unless required by the FLSA.

11.10. Prior Authorization. All overtime shall be authorized in advance by the Section

Manager or his/her designee in writing, except in emergencies.

11.11. Overtime Assignments.

A. All employees may volunteer for overtime work. The County will offer overtime

work only to those employees who have previously volunteered. If the need for overtime workers exceeds those available within the classification needed, the County will seek volunteers from other classifications who are qualified to perform the work prior to granting the assignment to temporary

employees. However, the County reserves the right to assign mandatory overtime work if there are insufficient volunteers or in emergency situations, beginning with the least senior qualified employee in that job classification. Overtime at the end of a shift to complete an assignment and/or project is exempt from this section. In such cases the employee(s) doing the work will complete the day's assignment.

B. Overtime List. For each classification at a work location, the County will maintain and post a list of employees who have volunteered for overtime work. Work location shall mean the downtown County complex or each outlying County site. Provided, however, all Utility Worker IIs will be placed on a single overtime list.

The list will initially be created in seniority order. Offers of overtime work will always be made to the employee at the top of the list. Once an employee is offered overtime work, the employee's name will move to the bottom of the list, whether or not the employee accepts the overtime assignment. All others on the list will move up accordingly. The list will be updated on the first of each month. Each month employees will have an opportunity to be added to the bottom of the overtime list. The lists will distinguish among regular, term-limited, and temporary employees.

Overtime will be offered to employees on the overtime lists who are not on leave status and are present at work or contacted by phone when the time the overtime is being scheduled. Employees who are on approved leave status, not present at work or unable to be contacted by phone will maintain their ranking on the rotating lists. Employees who fail to work the overtime they have agreed to work or who call in sick may be removed from the lists for that calendar year at the discretion of the supervisor.

Step 1.

a. For each work location, overtime will first be offered to regular employees on the overtime list.

b. If the County is unable to secure volunteers from among regular employees, overtime will then be offered to term-limited employees on the overtime list working at the location in question.

c. If the County is unable to secure volunteers from among term-

1 limited employees, overtime will then be offered to temporary employees on the overtime list at the
2 location in question.

3 **Step 2.**

4 If the County remains unable to secure volunteers, the work will be offered to employees at
5 other work locations using the procedure in Step 1.

6 **Step 3.**

7 In the event that Steps 1 and 2 have been exhausted and there are insufficient volunteers to
8 work the overtime needed, the County will assign the overtime to any qualified employees within the
9 bargaining unit.

10 **C. Supported Employees.**

11 Overtime opportunities for custodians in the supported employment program will be
12 evaluated by the LMC outside of the procedure set forth in Step 1.(c) above.

13 **11.12. Compensatory Time.** There shall be no practice of compensatory time off unless
14 requested by the employee and agreed to by the Section Manager or designee.

15 **A.** Compensatory time off shall be earned at the rate of one and one-half (1-1/2) times
16 the regular rate.

17 **B.** A maximum of eighty (80) hours of compensatory time may be accumulated.
18 Accrued compensatory time shall be expended within one year from the date when it is earned, or it
19 will be compensated for in cash at the regular rate of pay.

20 **C.** Notwithstanding (B) above, compensatory time off shall be scheduled at a time
21 that does not unduly disrupt the operations of the Section. If federal or state law provides for greater
22 benefits for the use of paid leave for family care, the applicable law will apply.

23 **11.13. Call Out.** A minimum of four (4) hours at one and one-half (1-1/2) times the regular
24 rate shall be allowed for each call out. Where such call out work exceeds four (4) hours, the actual
25 hours worked shall be allowed at one and one-half (1-1/2) times the regular rate. A "callout" will be
26 defined as a circumstance where an employee has left the work premises and is subsequently required
27 to report back to work prior to his/her normally scheduled shift. In the event the employee is called
28 back to work within four (4) hours of the start of his/her regular shift, the employee will be

1 compensated at the overtime rate only for the hours immediately preceding the start of his/her regular
2 shift.

3 **11.14. Special Schedule.** Specially scheduled working hours will be compensated at one and
4 one-half (1-1/2) times the regular rate. In the event this specially scheduled work is accomplished
5 prior to the normal working hours and the employee subsequently works his/her regular shift, the
6 regular shift shall be compensated at regular pay.

7 **11.15. Emergency Call Outs.** Emergency call outs with less than two hours notice shall be
8 paid at two (2) times the regular rate for a minimum of four (4) hours. In the event this emergency
9 call out work is accomplished prior to the normal working hours and the employee subsequently
10 works his/her regular shift, the regular shift shall be compensated at regular pay.

11 **11.16. Hours Worked.** For purposes of this Article, "hours worked" means all compensated
12 hours.

13 **11.17. Utility Worker and Inventory Purchasing Specialist Re-opener.**

14 If, during the term of this Agreement, the County enters into an agreement with the Joint
15 Crafts Council implementing a higher pay range for the Utility Worker I, Utility Worker II, and/or
16 Inventory Purchasing Specialist I classifications than those listed in Addendum A of this Agreement,
17 the range(s) in Addendum A will be adjusted to reflect the same increase, effective the same date.

18 **11.18. Supported Employee Program Review**

19 The parties to this Agreement acknowledge that there exists an ongoing study of the County's
20 Supported Employment Program. The Union will be kept apprised of the status of that study as it
21 applies to this unit. The parties agree to reconvene negotiations with the intent of determining the
22 appropriate pay rate for any new classifications for the aforementioned employees. Further, the
23 parties agree that no employee in this Program will suffer a reduction in their hourly rate as a result of
24 the study.

25 **ARTICLE 12: HOURS OF WORK**

26 **12.1. Normal Workweek.** The normal work week shall consist of five (5) consecutive work
27 days not to exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed
28 forty (40) hours per week. Meal periods will be unpaid.

1 **12.2. Split Shifts.** Split shifts will not be scheduled except with the expressed written
2 consent of the employee. Employees will not be required to work both Saturday and Sunday, except
3 in cases of emergency or with the expressed written consent of the employee, unless Saturday and
4 Sunday work is a part of a normal work schedule.

5 **12.3. Alternative and Flex Schedules.** The County agrees in principle to the concept that
6 alternative work schedules/flex time for individual employees should be considered and may be
7 utilized if mutually agreed upon by the employee and the employer. Written requests for alternative
8 work schedules/flex time will be considered and evaluated in terms of the best interests of both the
9 County and the employee. The request will be acted on and returned to the requesting employee. All
10 alternative schedules shall be reduced to writing with copies to the Union and the Human Resources
11 Division.

12 **12.4. Schedule Changes.** The supervisors and lead workers may change the scheduled hours
13 and provide special schedules for special operations such as snow removal, flood control and sanding
14 operations, and other special schedules such as watchmen or other personnel on special activities;
15 provided, however, special clothing and special equipment will be made available for special
16 operations.

17 **12.5. Notice for Special Schedule or Shift Change.** Normally, at least five (5) working
18 days advance written notice shall be given the employee prior to the commencement of a special
19 schedule or shift change, except in the case where snow removal, flood control and sanding
20 operations may be anticipated, in which case an "alert" or "stand-by" status advance warning is
21 sufficient. An employee who works performing tasks considered "special operations" as defined
22 above will have such experience recognized by a letter placed in the personnel file of the employee
23 with a copy to the employee. Shift changes shall not be used to circumvent overtime pay.

24 **12.6. Safety Meetings.** Where regular safety meetings are conducted, employees will be
25 released from work with pay to attend. If necessary, the employee's work schedule will be altered to
26 accommodate their participation during paid working hours.

27 **12.7. Release from Work.** If an employee is scheduled to work but no work exists, the
28 County must notify the employee at least two (2) hours prior to the beginning of the normal shift or a

four (4) hour minimum pay will prevail.

12.8. Hours Worked Definition. For purposes of this Article, "hours worked" shall mean all compensated hours.

12.9. Floor Care Specialist Schedule. Employees performing Floor Care Specialist duties shall work forty (40) hours a week within a seven (7) consecutive day period, as provided below:

A. Employees assigned to a five (5) day week shall work five (5) consecutive days of eight (8) hours each.

B. Employees assigned to a four (4) day week shall work four (4) consecutive days of ten (10) hours each.

12.10. Hazardous Waste Schedules. For Hazardous Waste Technicians, Hazardous Waste Supervisors and Hazardous Waste Surveyor/Project Managers who work a 4 day/10 hour work week, the following shall apply:

A. The work week shall consist of four (4) ten (10) hour days with three (3) consecutive days off, two (2) of which shall be Saturday and Sunday.

B. Participation in the four/ten schedule is voluntary and the employees as a group can request a return to a five (5) day/eight (8) hour schedule.

C. Division Management has the right to return the employees as a group to an eight (8) hour/five (5) day schedule in the event the four/ten work week does not meet the business needs of the division. Such return shall be subject to the notice requirement in Article 12, Section 5 and the compensation requirements in Article 11, Section 6. In addition, Division management shall officially notify the union in advance and discuss with the union possible alternatives to a return to an eight hour/five day schedule.

D. The employees recognize there may be a need to revert to an eight (8) hour/five (5) day schedule on a temporary basis to resolve a bona fide hazardous materials emergency. In this event the employees agree to waive their rights as described in Article 11, Section 6. The employees do not waive those rights with respect to arbitrary day to day shifts and/or schedule changes.

E. If a holiday is officially observed on a Friday that is a normal day off, the holiday will be taken on the last normal work day of that week. If a holiday is officially observed on a

Monday that is a normal day off, the holiday will be taken on the next normal work day of that week.

ARTICLE 13: MEDICAL, DENTAL AND LIFE INSURANCE

13.1. Maintenance of Benefits. The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement subject to modification by the Joint Labor-Management Insurance Committee (JLMIC) as provided in Section 13.3.

13.2. JLMIC Composition and Function. The JLMIC shall be comprised of an equal number of representatives from the County and the King County Labor Coalition whose function shall be to review, study, and make recommendations relative to existing medical, dental, and life insurance programs.

13.3. Incorporation of Changes. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor Management Insurance Committee.

13.4. Insurance Eligibility. Regular, probationary, and term-limited temporary employees are eligible for benefits under this Article.

ARTICLE 14: MISCELLANEOUS

14.1. Mileage Reimbursement. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the County Council action.

14.2. Classification Specifications. The County shall furnish the Union with specific classification specifications for all classifications in the bargaining unit upon written request. The County shall also furnish the union with job announcements describing the function, scope and complexity of specific positions and the knowledge, abilities and qualifications for the positions. The County will notify the Union of proposed revisions to the classification specifications, and the County and the Union shall meet to review the proposed revisions prior to implementation on written request of the Union.

14.3. Uniforms and Inclement Weather Gear.

A. Uniforms. Uniforms and their replacement, excluding maintenance, shall be paid

1 for by the County according to County policy. In the event that the County requires all employees to
2 wear uniforms, the Union and the County will meet to negotiate the impact of a uniform requirement.

3 **B. Inclement Weather Gear.** The County will provide appropriate rain gear for all
4 employees working in inclement weather as needed. Employees are responsible for care and
5 cleaning. Employees may exchange worn or damaged gear on an as needed basis.

6 **14.4. Training.** The County recognizes the mutual benefit to be attained by affording
7 training opportunities to employees relating to their job duties and shall provide information and
8 access to training opportunities, within budgeted appropriations. The training opportunities shall be
9 guided by, but not limited to, the overall objectives of encouraging and motivating employees to
10 enhance their personal capabilities in performance of their jobs. All employees shall have equal
11 access to training. The County may provide employees release time to attend training programs that
12 will be beneficial to their job performance. Notice of all such training opportunities which
13 management deems appropriate will be made available to all employees in writing. If the County
14 requires attendance at such training programs, the County will pay the expenses incurred.

15 **14.5. Procedures Changes.** Changes in written procedural guidelines or other work rules or
16 regulations will be implemented only upon written notification of revisions to the Union. No
17 employee shall be held responsible for violation of a written instruction, regulation, rule or guideline
18 provided oral instructions to do so were received from supervisory personnel.

19 **14.6. Meet and Confer.** Matters of common concern to the parties will be the subject of
20 Meet and Confer discussion upon request of either Section Manager or Union Representative. Such
21 meetings will be scheduled at the mutual convenience of both parties.

22 **14.7. Labor-Management Committee (LMC).** LMC meetings will be held on at least a
23 quarterly basis. The purpose will be to deal jointly with issues of mutual interest and to maintain and
24 improve Labor-Management relations. The LMC does not have the authority to hear active
25 grievances or circumvent the grievance process contained within this Agreement. Further, the LMC
26 may bargain upon agreement by the parties' authorized bargaining agents, who shall be present for
27 bargaining. LMC agendas and minutes shall be distributed to LMC members at least three working
28 days in advance of the meeting. Agenda items shall be submitted by both Labor and Management

1 and shall be limited to items of a group, rather than an individual, interest and concern. The jointly
2 approved minutes shall stand as the official record of decisions made by the LMC. In addition, the
3 LMC will maintain a decision log summarizing all agreements reached by the LMC.

4 **14.8. Work Assignments.**

5 For positions other than vacancies created by reductions in force, employees may submit
6 written requests to be considered for work assignments at different locations or on a different
7 schedule. In the course of making work assignments, management will consider these requests in
8 order of the seniority of the requesting employees. Assignment decisions shall continue to be at
9 management's sole discretion. For purposes of this Section, "assignment" shall mean a specific
10 floor/shift work assignment within a given work location and "work location" shall mean the
11 downtown County complex or each outlying County site.

12 **14.9. Hiring Processes.**

13 **A. Posting.** The County will make information about job openings, including transfer
14 opportunities, available to bargaining unit members. Job announcements and upgrade opportunities,
15 both temporary and permanent, will be posted on all FMD bulletin boards. Additionally, supervisors
16 will distribute information about job opportunities to those employees who work in areas that do not
17 have a bargaining unit bulletin board. The County agrees to routinely (at least quarterly) remind all
18 bargaining unit members of the option of learning of about job opportunities by regularly contacting
19 the Building Services Job Line.

20 **B. Transfers.**

- 21 1. The County retains the right to transfer employees.
- 22 2. The County will not initiate a competitive process to fill an open position
23 until after bargaining unit members have had an opportunity to make a lateral transfer. To be
24 considered for a transfer, an employee must possess the qualifications and skills that the appointing
25 authority has determined to be required in the vacant position. If more than one employee requests
26 the transfer, selection will be based upon seniority within the bargaining unit.
- 27 3. Unsuccessful applicants for transfer, where seniority is not the deciding
28 factor, may request a meeting with the appointing authority to discuss the reasons for their non-

1 selection.

2 4. Employees on probationary status may not submit transfer requests.

3 **C. Promotions.** If, based on a comprehensive review of the required initial
4 application materials, regular bargaining unit employees are determined to meet the posted minimum
5 qualifications for a promotional vacancy, those employees will be given additional consideration
6 during each phase of the selection process. If a regular bargaining unit employee is not selected for
7 the promotion, other bargaining unit members who meet the posted minimum qualifications will be
8 given additional consideration over external applicants. The decision as to which applicant will be
9 selected to fill the vacancy shall be the sole prerogative of the appointing authority. Unsuccessful
10 candidates for promotional vacancies will be notified that another person has been selected and upon
11 request will be entitled to a meeting with the appointing authority or designee to discuss the reasons
12 for their non-selection.

13 **14.10. Payroll Process Changes.** If during the life of this Agreement the Council or
14 Executive adopts a biweekly payroll plan, the parties agree to adopt the plan.

15 **14.11. Classification/Compensation Project.** If the County announces its intent to implement
16 any results of the Classification/Compensation Project, it will give notice to the Union and bargain the
17 effects of the change.

18 **14.12. Union Notification.** When a significant change in work processes or methods is
19 contemplated, the Union will be notified in writing. Upon the Union's request, changes in work
20 processes shall be discussed before they are implemented, except in the event of an emergency.

21 **14.13. Bus Passes.** Employees who are benefit eligible will also be eligible for a bus pass
22 and other benefits of the King County Employee Transportation Program.

23 **14.14. Downtown Parking.** The County agrees to provide County garage parking at no cost
24 to bargaining unit employees who work in the Downtown Courthouse Complex and who have
25 regularly scheduled shifts on weekends and/or beginning at 3:00 p.m. or later. Further, the County
26 agrees to provide parking at no cost to the employee if the County requires that he/she be temporarily
27 assigned to report to the Downtown Complex.

28

ARTICLE 15: DISPUTE RESOLUTION PROCEDURES

15.1. Purpose. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. The following process is outlined to accomplish this. Every effort will be made to settle grievances at the first level of supervision.

15.2. Employees Unimpeded. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

15.3. Definitions.

A. Grievance - An issue raised by an employee or his/her union representative relating to the interpretation of the employee's rights, benefits or conditions of employment as contained in this Agreement.

B. Institutional Grievance - An issue raised by the Union or the County related to interpretation or application of this contract.

15.4. Procedure.

A. Step 1. A grievance shall be presented by the affected employee and his/her union representative, if the employee wishes, to the employee's immediate supervisor within twenty-one (21) calendar days of the event which gives rise to the grievance. The immediate supervisor shall work with the employee and the Union representative to investigate and resolve the grievance within twenty-one (21) calendar days after the employee contact. Any grievance not presented in writing to the next level of this procedure, within the time limits contained in this procedure, shall be presumed resolved. A record of the grievance and its resolution shall be kept on a form mutually acceptable to the County and the Union.

B. Step 2. If a grievance cannot be resolved at Step 1, the matter may be referred to the Division Director for resolution. To be considered timely, this referral must occur within twenty-six (26) days of the employee's initial contact with his/her immediate supervisor. The referral shall be in writing from the Union and shall describe the specific event(s) giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought.

1. The Division Director or his/her designee, the employee, and the Union

1 representative will work to resolve the grievance within thirty (30) days of its referral to Step 2.
 2 During this process, mediation may be used with the agreement of the Division Director and the
 3 Union representative. If mediation is agreed to, a mediator will be selected from a mutually
 4 agreeable source.

5 2. If the Union representative, the employee, and the Division Director are
 6 unable to reach agreement resolving the grievance, the decision of the Division Director shall be
 7 presented to the employee and the Union in writing within thirty-five (35) days of the referral to
 8 Step 2. Additionally, if there is no resolution, the Division Director's final pre-arbitration response
 9 must be concurred in by the Labor Negotiator, who will be the Union's contact for the employer
 10 thereafter in the process.

11 **C. Step 3.** Any grievance not resolved at Step 2 may be submitted to arbitration.
 12 Any such submittal must occur within thirty (30) days of the Division Director's Step 2 decision and
 13 must specify the exact question to be arbitrated or the grievance shall be presumed resolved.

14 **15.5. Arbitration Procedure.** Should arbitration be necessary either after an attempt to
 15 mediate the grievance or directly after Step 2, the parties shall select a third disinterested party to
 16 serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the
 17 arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration
 18 Association or the Federal Mediation and Conciliation Service, whichever source is mutually
 19 acceptable. The arbitrator will be selected from the list by both the County representative and the
 20 Union, each alternately striking a name from the list until only one name remains. The party to strike
 21 first will be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the
 22 Association shall be asked to render a decision promptly and the decision of the arbitrator shall be
 23 final and binding on both parties.

24 **A.** No matter may be arbitrated which the County, by law, has no authority over, has
 25 no authority to change, or has been delegated to any civil service commission or personnel board, as
 26 defined in RCW 41.56.

27 **B.** The arbitrator shall have no power to change, alter, detract from or add to the
 28 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of

1 this Agreement in reaching a decision.

2 C. The arbitrator's fee and expenses and any court reporter's fee and expenses shall
3 be borne equally by both parties. Each party shall bear the full cost of its representation, including
4 attorneys, regardless of the outcome of the arbitration.

5 **15.6. Alternative Dispute Resolution Procedures.**

6 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP
7 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
8 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
9 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
10 Labor Practice.

11 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
12 Resolution (ADR) process may be followed, with mutual consent of the Union and the Division.
13 This process will not exceed ten (10) days:

14 1. A meeting will be arranged by the Union Representative, Division
15 management representative and HRD representative (or their designees) to attempt to resolve the
16 matter.

17 2. a. The meeting will include a mediator(s) and the affected parties.

18 b. The parties may mutually agree to other participants such as union
19 and management representatives or subject matter experts.

20 3. The parties will meet at mutually agreeable times to attempt to resolve the
21 matter.

22 4. If the matter is resolved, the grievance will be withdrawn.

23 5. If the matter is not resolved, the grievance will continue through the
24 grievance process.

25 6. The moving party can initiate the next step in the grievance process at the
26 appropriate times, irrespective of this process.

27 7. Offers to settle and aspects of settlement discussions will not be used as
28 evidence or referred to if the grievance is not resolved by this process.

1 C. This Section does not supersede or preclude any use of grievance mediation later
2 in the grievance process.

3 **15.7. Institutional Disputes.** After informal attempts to resolve institutional disputes, if
4 either the Union or management wishes to raise a dispute as to the application of this agreement, an
5 institutional grievance may be filed with the other party.

6 A. After the institutional grievance is filed, the parties will meet to attempt to resolve
7 the matter within the next sixty (60) days. Grievance mediation can be used if both parties agree.
8 Mediation services will be requested from a mutually acceptable source. If the matter is not settled
9 within these 60 days, the grieving party may invoke arbitration. The employer's final pre-arbitration
10 response or formal invocation of arbitration must be concurred in by HRD, which will be the Union's
11 contact for the employer thereafter in this process.

12 B. If arbitration is invoked, the arbitration procedures set forth in Article 15.5 shall
13 apply.

14 **15.8. Exclusive Process.** The right to process and settle grievances arising out of any
15 provision of this Agreement is wholly, to the exclusion of any other means available, dependent upon
16 the provisions of this Article. The Union and the County agree to act promptly and fairly in all
17 grievances.

18 **15.9. Probationary Employees.** All newly hired and promoted regular employees must
19 serve a probationary period as defined in the Personnel Guidelines. As those Guidelines specify that
20 the probationary period is an extension of the hiring process, the provisions of this Article will not
21 apply to employees if they are discharged during their initial probationary period or are demoted
22 during the promotional probationary period for not meeting the requirements of the classification.
23 Grievances brought by probationary employees involving issues other than discharge or demotion
24 may be processed in accordance with this Article.

25 **15.10. Temporary Employee Right to Grieve.** Seasonal, temporary, and term-limited
26 temporary employees shall have no right to grieve discipline and discharge. Grievances brought by
27 seasonal, temporary, and term-limited temporary employees involving issues other than discipline
28 and discharge may be processed in accordance with this Article.

15.11. Time Limits. The time limits set forth in this Article may be extended upon written consent of both parties. Unless a written extension has been granted, failure of the grievant to pursue the grievance to the appropriate step within the time limits set forth herein shall constitute a waiver of the grievant's right to pursue the grievance to the next step. Failure of the County to respond to the grievant within the time limits set forth herein shall automatically move the grievance to the next step with notice provided to the management person at the next applicable step by the Union.

15.12. Step for Filing. A grievance may be filed at any step that is mutually agreed upon in writing by the County and the Union.

15.13. Waiver of Steps. The Union and County may agree in writing to waive any of the above steps.

ARTICLE 16: REDUCTION IN FORCE AND RE-HIRE

16.1. Layoff. The County and the Union recognize the value of well trained and qualified employees and agree that other employment options should be explored prior to invoking a lay-off procedure as a result of a lack of work and/or shortage of funds. In addition, the County and the Union recognize the value of two-way communication in facilitating workforce transitions as a result of lay-offs. The following process is established to assure that communication and exploration of alternatives to lay-off are achieved.

A. Step 1. At the time Division management proposes or is told of facility closures, service reductions, budget reductions or other actions which could result in employee lay-offs within this bargaining unit, Division management shall make this information, as well as information about the reasons for the proposed or actual action, the likely time frame within which such action will occur, and the extent of impact on the workforce, available to the appropriate Labor-Management Committee as set forth in Article 14, Section 7 of this Agreement as soon as practical.

B. Step 2. The Labor-Management Committee shall be convened specifically to discuss and recommend alternatives, including but not limited to employee re-training, transfer to vacant positions in other units, and transfer to vacant positions in other divisions, which could be explored by the County as alternatives to layoffs for potentially affected employees.

C. Step 3. The County shall inform the Union of alternatives to lay-off which were

1 explored at the time final lay-off decisions are announced.

2 **16.2. Facility Closure or Ownership Transfers.** If a facility closes or ownership transfers,
3 the County will involve the Union and employees in discussions about the closures early on and will
4 seek to find other jobs inside King County for employees potentially affected by facility closures by:

5 1. Looking for internal placements within the bargaining unit.

6 2. Interviewing potential RIF candidates and considering their qualifications for any
7 pending bargaining unit vacancy prior to opening the vacant position to other candidates. When RIF
8 candidates could be trained on the job within the probation period, management will consider training
9 the candidate to meet minimum requirements for passing probation.

10 3. Not requiring probation for employees when they've met the qualifications of the
11 vacancy previously.

12 4. Looking outside the bargaining unit for placements pursuant to Section 16.7 of this
13 Article.

14 **16.3. Transfer of Facility – Placement Assistance.** If employment opportunities for
15 affected employees are not found within King County, and the facility is transferred to another
16 jurisdiction as a result of annexation or incorporation, the County will demonstrably try to get the
17 new owner to hire County employees. The County will advise the LMC of its efforts to have the new
18 owners of County facilities to hire laid off employees.

19 **16.4. Utilization of Personnel Guidelines.** If the provisions of Sections 16.2 and 16.3 of
20 this Article are not successful, the employees shall be able to avail themselves of any opportunities
21 established in the Personnel Guidelines.

22 **16.5. Layoff by Classification.** Employees laid off as a result of a lack of work and/or
23 shortage of funds shall be laid off according to seniority within classification as set forth in Article
24 17, Seniority, of this Agreement.

25 **16.6. Bumping to Lower Occupational Group.** Employees scheduled to be laid off as a
26 result of their seniority status in the affected classification may exercise their right to bump
27 employees in a lower occupational group within the same division, provided that the employee has
28 performed and is qualified to perform the duties of the lower classification, and the employee has

1 more seniority, as defined in Article 17, than the employee in the lower classification. Such action
2 shall take place prior to the date the layoff is to be effective.

3 **16.7. Recall.** Regular employees laid off shall be recalled in the inverse order of layoff;
4 namely, those laid off last will be recalled first. Recall provisions are provided under the terms of the
5 Personnel Guidelines. In the event that the employee is laid off from more than one position, s/he
6 shall have recall rights for each position as provided under this Article.

7 **16.8. No Promotion on Recall.** Regular employees on layoff shall be referred to other
8 positions within the Career Service in accordance with applicable County policies. For purposes of
9 this contract, such policies shall be interpreted as follows: Except in cases where an employee
10 previously has been laid off from a higher paid classification and is eligible for recall in that
11 classification, no employee shall be recalled to employment in a classification with a higher pay
12 range than the pay range of the classification held at the time of layoff. In the event the classification
13 from which the employee was laid off moves to a higher pay range, the employee will continue to
14 have recall rights to that classification or to any new classification which includes the classification
15 held at the time of layoff.

16 **16.9. Lateral Bumping.** If a bargaining unit position is eliminated, the employee who held
17 that position can bump into any position for which he/she is qualified and which is occupied by any
18 less senior employee in the class; any employee who is bumped by a more senior employee whose
19 position has been eliminated can bump into any position for which he/she is qualified and which is
20 occupied by any less senior employee in the class. Bumping shall occur pursuant to the following
21 procedures:

22 **A. Step 1.** Within three months of approval of this contract by the King County
23 Council, or prior to any reduction in force, whichever is sooner, Division management shall develop
24 written position descriptions and communicate these to the union. Qualifications of an employee for
25 a position shall be based on documented work history; an employee shall only be deemed "not
26 qualified" if there are documented performance problems.

27 **B. Step 2.** When a position has been eliminated, affected employees shall submit a
28 list of location preferences in order of priority, except those held by more senior employees.

1 **C. Step 3.** All affected employees in the classification and the union will be notified
2 in writing of the position elimination at least 30 days prior to the event occurring.

3 **D. Step 4.** This process will include the employee (or employees) whose position(s)
4 has/have been eliminated, plus full-time and part-time all bargaining unit employees with less
5 seniority than the most senior employee whose position has been eliminated.

6 **E. Step 5.** All affected regular full-time and regular part-time employees bid for
7 location preferences in order of priority. The supervisor shall provide a formal location list to each
8 affected employee with the notice provided per item 1 above, which will include all work locations
9 and shifts available for bid.

10 **F. Step 6.** All affected employees will be required to submit location preferences in
11 order of priority to their immediate supervisor. All affected employees will be given 14 calendar
12 days to submit their preferences to the immediate supervisor after receipt of the formal position list.
13 The supervisor will match affected employees' qualifications to position qualification requirements.

14 **G. Step 7.** Within seven calendar days, the Division shall provide to the union and
15 the employees the results of the lateral bumping process, prior to the implementation of the new
16 assignments. The results should include the schedule for implementation and a list of all employees'
17 work and locations.

18 **H. Step 8.** New location bids will be requested for each occurrence that could result
19 in a lateral bumping process within the classification.

20 **16.10. Probation.** Employees who elect to bump as provided herein or are recalled will not
21 be required to serve a probationary period in the classification, provided the employee has already
22 successfully passed probation in that classification.

23 **ARTICLE 17: SENIORITY**

24 **17.1. Definitions.** Seniority shall be defined as follows:

25 **A. County-Wide Seniority.** County-wide seniority is defined as the most recent
26 length of continuous service as a regular employee with the County in any combination of
27 positions/classifications. A regular employee who separates from the County and returns to the
28 bargaining unit within two (2) years will have his/her seniority restored to what it was at the date of

1 separation.

2 **B. Bargaining Unit Seniority.** Bargaining unit seniority is defined as the most
3 recent length of continuous service as a regular employee with the FMD SEIU Local 925 bargaining
4 unit, in any combination of job classifications covered by this Agreement. A regular employee who
5 separates from the County and returns to the bargaining unit within two (2) years will have his/her
6 seniority restored to what it was at the date of separation.

7 **C. Classification Seniority.** Classification seniority is defined as the most recent
8 length of continuous service as a regular employee in FMD in a given job classification. A regular
9 employee who separates from the County and returns to the bargaining unit within two (2) years will
10 have his/her seniority restored to what it was at the date of separation.

11 **17.2. Seniority Upon Promotion.** A regular employee in the bargaining unit who is
12 promoted to another classification within the bargaining unit shall continue to accrue seniority in the
13 classification from which s/he was promoted.

14 **17.3. Maintenance of Seniority While on Approved Leave.** An employee who is granted
15 an approved leave of absence from his/her employment for family care, personal illness or injury, or
16 similar reasons shall continue to accrue bargaining unit and classification seniority during his/her
17 leave of absence, not to exceed one (1) year, and shall maintain his/her bargaining unit and
18 classification seniority position relative to other employees.

19 **17.4. Seniority Ties.** In the event that two (2) employees have the same seniority, the
20 County shall determine which employee, in the event of layoff, shall be laid off.

21 **ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY**

22 The County or the Union shall not unlawfully discriminate against any individual with respect
23 to compensation, terms, conditions, or privileges of employment because of race, color, creed,
24 religion, national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or
25 physical disability.

26 **ARTICLE 19: SAVINGS CLAUSE**

27 Should any part hereof or any provision herein contained be rendered or declared invalid by
28 reason of any existing or subsequently enacted legislation or by any decree of a court of competent

jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION

20.1. Public Interest. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

20.2. No Lock Out. The County agrees not to lock out employees covered under this Agreement.

20.3. No Work Stoppage. The Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Section Manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his/her automatic resignation became effective.

A. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

B. Any employee who commits any act prohibited in this section will be subject in accord with the County's Work Rules to the following action or penalties:

1. Discharge.

2. Suspension or other disciplinary action as may be applicable to such

1 employee.

2 **ARTICLE 21: WAIVER CLAUSE**

3 The parties acknowledge that each has had the unlimited right within the law and the
4 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
5 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
6 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
7 waive the right to oblige the other party to bargain with respect to any subject or matter not
8 specifically referred to or covered in this Agreement.

9 **ARTICLE 22: EMPLOYEE RIGHTS**

10 **22.1. Off-Duty Activities.** The off-duty activities of employees shall not be cause for
11 disciplinary action unless said activities are detrimental to the employee's work performance or the
12 program of the agency.

13 **22.2. Just Cause.** No regular employee shall be disciplined or discharged without just cause.
14 Disciplinary action shall normally be taken within fourteen (14) calendar days of the County's
15 knowledge of the alleged violation or such action will be null and void. Provided, that if the
16 circumstances surrounding the alleged violation and subsequent investigation are such that the
17 County could not complete the necessary investigation and take disciplinary action within fourteen
18 (14) calendar days of the alleged violation, the disciplinary action shall be taken within fourteen (14)
19 calendar days of the conclusion of the investigation or such action will be null and void. All
20 investigations related to disciplinary matters will be conducted in a timely manner. After engaging in
21 an investigatory meeting for alleged misconduct or potential discipline, the employee will be notified
22 of the results of the investigation whether or not the investigation resulted in discipline. For purposes
23 of this section, "County" shall mean the first level of supervision outside of the bargaining unit.

24 **22.3. Grievance Procedure.** If at any level, the County determines to bring disciplinary
25 action against any regular employee for any reason, the employee shall be apprised of his/her rights
26 of appeal and representation as provided for in the Grievance Procedure of this Agreement.

27 **22.4. Personnel Files.** Official personnel files shall be securely maintained in a central
28 location. Employees shall have the right to review their personnel files with reasonable notice, and

1 they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement
2 to any disputed item(s) contained in the file, which shall be attached to the document(s) in question
3 and retained in the file. Negative performance/behavior-related materials to be inserted into the
4 personnel file shall be reviewed by the employee prior to being inserted into the personnel file; the
5 employee shall first sign the material to be placed into the file, thereby documenting only his/her
6 acknowledgement of the documented performance or behavior deficiency. An employee may
7 request, after a minimum of two years, to have records of disciplinary actions removed from the
8 employee's personnel file. The County will consider the request if no related violations have
9 occurred since the disciplinary action was issued. Employees may request to have included in the
10 personnel file any written documentation that reflects favorably on the employee's conduct or work
11 quality. Nothing in this section shall prevent the County and the Union from reaching a mutually
12 acceptable agreement regarding the removal or revision of personnel records as the result of a
13 grievance settlement.

14 **22.5. Letters of Commendation.** Letters and other memoranda of commendation, whether
15 received from the County or outside parties, shall be retained in the employee's official personnel
16 file.

17 **22.6. Health/Medical Records.** Health and medical records of employees shall be securely
18 maintained in a central location. Such files are entirely separate and distinct from the employee's
19 personnel file. No information pertaining to the employee's health or medical conditions will be kept
20 in personnel files or supervisor files.

21 **22.7. Supervisor's Files.** Supervisors may maintain secondary personnel files to aid in
22 preparation for the annual performance evaluation. Items appropriate to be kept in such files include
23 samples of work, copies of letters of commendation and/or complaint, notes from informal
24 discussions with the employee regarding work performance and corrective action, and copies of
25 training records. The file shall be purged when the evaluation has been completed. Employees shall
26 have the right to review their file with reasonable notice. Employees may add a rebuttal statement to
27 any disputed item(s) contained in the file, which shall be attached to the document(s) in question and
28 retained in the file.

1 **22.8. Confidentiality of Personal Information.** Personnel files, records, and supervisor's
2 files shall be maintained in a secure and confidential manner.

3 **22.9. Access to Information by Outside Parties.** In the event a public disclosure request is
4 received from an outside party seeking to access an employee's personnel files or records, the County
5 will inform the employee of the identity of the requesting party and the nature and scope of the
6 request as soon as practicable prior to disclosure.

7 **22.10. Reclassification.** Reclassification requests (position description questionnaires)
8 submitted to supervisors shall be submitted to the Human Resources Division within ten (10)
9 working days. The Human Resources Division shall act within four (4) months of the original
10 submittal.

11 **22.11. Drug and Alcohol Policy.** The Executive Order #PER 15-2-2 (AEP), dated
12 March 14, 2012, "Policy for King County Prohibited Drug Use and Alcohol Misuse Education and
13 Testing Program" (hereinafter called "Drug and Alcohol Policy"), as amended, is incorporated herein
14 by reference, with the following modifications or additions.

15 A. The Union will be provided with a copy of the form(s) prepared indicating the
16 grounds for requiring an employee to submit to a reasonable suspicion test within twenty-four (24)
17 hours of testing or as soon as possible thereafter.

18 B. When available, a second supervisor will observe a reasonable suspicion test and
19 complete related forms in accordance with the Drug and Alcohol Policy.

20 C. Certain employees who have commercial drivers licenses (CDLs) are not subject
21 to testing pursuant to the Drug and Alcohol Policy because they are not currently required to drive as
22 part of their assigned duties. The parties recognize that those employees with a CDL that are
23 assigned in the future to perform safety sensitive duties will be included in the drug and alcohol
24 testing program.

25 **ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION**

26 **23.1. Acting Capacity.** All work outside of classification in an acting capacity shall be
27 assigned in writing by the Division Director/designee for an entire day/shift. An employee so
28 assigned to work outside of classification shall be paid at the first step of the higher class or five

1 percent (5%) over the salary received prior to the assignment, whichever is greater, for all time spent
2 while so assigned.

3 **23.2. Filling the Position.** After forty-five (45) calendar days of work performed in
4 accordance with 23.1, a meeting may be requested by the Union. The purpose of the meeting would
5 be to review the circumstances and to discuss the need to fill the position vacated by the employee
6 working out of classification and the strategy for filling the position to which the employee is
7 currently assigned in an acting capacity, or implement the recall process if applicable.

8 **23.3. When Used.** Work out of class will not be used in lieu of filling vacancies through the
9 normal, open competitive selection process. Work out of class may be used to meet needs such as:

- 10 (1) Time limited or project specific workload;
- 11 (2) Seasonal work;
- 12 (3) Cyclical work;
- 13 (4) Backfill vacancies during selection process;
- 14 (5) Backfill vacancies that may be target for elimination;
- 15 (6) Backfill vacancies due to leaves of absence;
- 16 (7) Backfill vacancies during dispute resolution.

17 **23.4. Training Capacity.** Employees in a training capacity may be assigned work normally
18 performed by a higher classification, except they will not be placed in a training capacity to
19 circumvent the intent of Section 23.1, hereof. An employee assigned to a training capacity shall be
20 under the supervision and guidance of his/her immediate supervisor and shall not be in the training
21 position for more than ten (10) consecutive, regular working days.

22 **23.5. Accountability.** Employees shall not be held accountable while performing work
23 unrelated to the concept of their class specification except as provided in Section 23.1.

24 **23.6. Seasonal and Cyclical Work.** Seasonal or cyclical work out of class as Floor Care
25 Specialist, Window Washer, Utility Worker, and Hazardous Waste Technician, will be assigned on a
26 voluntary basis to employees qualified to perform the work, provided such work can be scheduled
27 without incurring an overtime liability. Whenever possible, licensed Custodians or Utility Workers
28 will be offered the opportunity for Hazardous Waste Technician work prior to hiring such from

1 outside the Division. Pay for work so assigned shall be for all hours worked outside of classification.
2 The frequency and duration of such work out of class assignment to individual employees shall be at
3 the sole discretion of management. In the event employees cannot be assigned without incurring an
4 overtime liability, the County may assign the work out of classification to other bargaining unit
5 employees.

6 **23.7. Window Washing.** Employees assigned to work out of class washing windows shall
7 receive assignment pay beginning with the first hour of assignment and will perform all functions of
8 the assignment.

9 **ARTICLE 24: UNION REPRESENTATION**

10 **24.1. Visiting Work Sites.** Authorized representatives of the Union may, after notifying the
11 County official in charge, visit the work location of employees covered by this Agreement at any
12 reasonable time for purposes related to responsibilities as the collective bargaining agent, including
13 the investigation of grievances, but shall not conduct union business on County time.

14 **24.2. Access to Members.** Authorized representatives of the Union may have reasonable
15 access to its members in County facilities for transmittal of information or representation purposes
16 before work and during lunch breaks or other regular breaks as long as the work of the County
17 employees and services to the public are unimpaired. Prior to contacting members in County
18 facilities, such authorized agents shall make arrangements with the division manager.

19 **24.3. Stewards.** The Union shall have the right to appoint stewards under the terms of this
20 Agreement. The Division shall be furnished with the names of stewards so appointed. The steward
21 shall see that the provisions of this Agreement are observed, and he/she shall be allowed a reasonable
22 time to investigate grievances during regular working hours.

23 **24.4. Exercise of Rights.** It shall be a violation of this Agreement to directly or indirectly
24 interfere with, restrain, coerce, or discriminate against any employee or group of employees in the
25 free exercise of their right to organize and designate representatives of their own choosing for the
26 purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

27 **24.5. Bulletin Boards.** The County agrees to permit the Union to post on County bulletin
28 boards the announcement of meetings, election of officers, and any other Union material, provided

there is sufficient space beyond what is required by the County for "normal" operations. If sufficient space is not available on County boards or in areas where County boards are not available, the Union may provide one with location of same to be determined through mutual agreement of the Union and the Employer.

24.6. Email Access. To the extent feasible, authorized union stewards, negotiating team, and LMC members may use the e-mail system for contract administration purposes, provided that this provision is consistent with other County policies and does not interfere with County business.

ARTICLE 25: PRODUCTIVITY RECOGNITION PROGRAM

25.1. Applicability. The terms of the Productivity Recognition Program apply to all existing bargaining unit members covered at the time this Agreement is implemented after ratification by the King County Council.

25.2. Productivity Goals. The productivity goals will be based on reasonable measures of performance in areas such as quality and quantity of work. The parties agree that the goals will be tailored to classification responsibilities and consequently recognize that some measures may be specific to certain classifications and not others. The parties agree that the Productivity Program is not intended to result in staffing reduction as productivity increases.

25.3. Monthly Premium. For each month during the life of the contract, all employees in the Program will receive a monthly premium of \$100 for participating in the program.

25.4. Recognition Payment. The maximum recognition payment will be three hundred dollars (\$300) per quarter. For employees in the Utility Worker II classifications, the maximum recognition payment will be three hundred and seventy five (\$375) per quarter.

25.5. Program Goals and Criteria. The Program goals include exceptional quality of work, timely completion of tasks, and satisfied customers. The parties agree that the Program must involve clear performance standards, clear customer expectations, and an objective measurement system. The following criteria will apply:

A. Employees are eligible for the recognition payment if they exceed performance standards for the work performed the previous quarter.

B. Employees will be given specific direction as to the parts of their job performance

that are in need of improvement at the same time that the audit results are shared with them.

Additionally, the supervisor/lead shall provide, upon request, additional training and/or support to assist the employee in meeting the identified goals.

C. In completing performance audits supervisors will take into consideration the results from applicable customer surveys as well as customer commendations, customer complaints, and staffing levels.

D. Customers will be surveyed in April and October of each year and surveys will be tracked by work location.

E. Performance audits will be administered by supervisors once per quarter. The rating scale for the supervisor performance audit will be:

Audit Score	Explanation
1	Unacceptable: Performance inadequate to meet minimum standards for the job. Improvement, identified within the audit, is required.
2	Meets minimum standards: Performance satisfactory in most job areas but marginal in some areas. Performance expected to improve significantly in areas requiring improvement, as identified.
3	Meets standards: Performs satisfactorily. Meets job standards; achieves planned results.
4	Exceeds standards: Consistently surpasses the standards for responsibility in all major areas of the job.
5	Exceptional: Performance far exceeds job standards and responsibilities in all areas of the job.

F. The quarterly recognition lump sum payment will be based on the results of the employee's quarterly end performance audit.

G. To be eligible for a recognition lump sum payment, the employee must receive a total average rating of at least "Exceeds Standards" on the supervisor's performance audit (i.e., a rating of at least "4.00").

1 **H.** Employees hired during the calendar year will receive a pro-rated portion of the
2 recognition payment based on the number of months worked in a paid status. To be eligible for any
3 recognition payment, employees must be in a paid status for at least two (2) months of the previous
4 quarter. For the purpose of this provision, a month will be defined as no less than half the workdays
5 within a given month.

6 **I.** The Program will be administered by the Facilities Management Division. The
7 County will provide the LMC with regular reports on the program.

8 **J.** Concerns or disputes regarding the program, not involving specific employees, will
9 be brought to the LMC. If it is not resolved at the LMC or if it deals with a specific employee or
10 employees, it may be pursued through mediation utilizing the Inter-Local Conflict Resolution Group.
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ARTICLE 26: DURATION

This Agreement shall be in effect following full and final ratification by the Council and remain in effect through December 31, 2016.

Contract negotiations for the period beginning January 1, 2017 may be initiated by either party providing to the other written notice of its intention to do so no later than June 30, 2016. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 16 day of NOVEMBER, 2015.

By: Dow Countt
King County Executive

For Service Employees International
Union, Local 925:

Brandon Tippy
Brandon Tippy
Internal Organizer 8-9-2015

Saybre Locke
Saybre Locke
Bargaining Unit Member

Paul Gaudreau
Paul Gaudreau
Bargaining Unit Member

Lester Roberts
Lester Roberts
Bargaining Unit Member

Robert Henderson
Robert Henderson
Bargaining Unit Member

Billie Siufanua
Billie Siufanua
Bargaining Unit Member

cba Code: 012

Union Code(s): A6

ADDENDUM A
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
9101100	912108	Custodian	30**
9101102	912109	Custodian - Floor Care	31
9101310	912304	Custodian - Lead	34
9101103	912110	Custodian - Windows	36
8104300	814302	Hazardous Waste Surveyor/Project Manager	62
8104100	814102	Hazardous Waste Technician	46
8104200	841502	Hazardous Waste Technician Supervisor	52
2211100	221504	Inventory Purchasing Specialist I	42
9440100	942104	Utility Worker I	35
9440200	942210	Utility Worker II	39
* All salary ranges are the King County Salary Schedule, "squared table."			

ADDENDUM¹⁸³²² B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM B

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

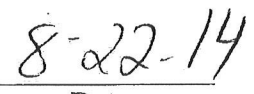
The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:


Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office


Date

ADDENDUM B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Service Employees International Union, Local 925

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
012	SEIU, Local 925	Department of Executive Services - Facilities Management Division
010	SEIU, Local 925	Department of Natural Resources & Parks - Parks & Recreation
030	SEIU, Local 925	Involuntary Commitment Specialists - Mental Health, Department of Community & Human Services
462	SEIU, Local 925	Department of Public Defense
011	SEIU, Local 925	Wastewater Treatment Division - Department of Natural Resources & Parks

For Service Employees International Union, Local 925:



Tyler Bass
Field Director

8/20/2014
Date

**ADDENDUM B
ADDENDUM A**

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM B
ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM B ADDENDUM A

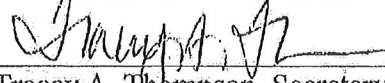
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

ADDENDUM B
ADDENDUM A

6. This Agreement shall remain in effect through December 31, 2013.

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11
Date


For Office & Professional Employees International Union, Local 8:



Amanda Saylor, Union Representative

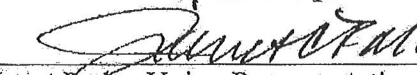
4/25/11
Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

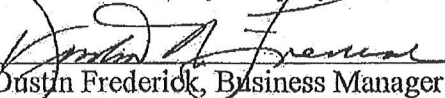
4/26/11
Date



Janet Parks, Union Representative

4/25/11
Date

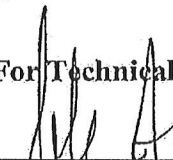
For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11
Date

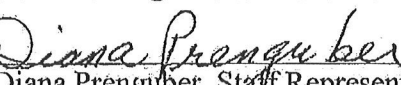
For Technical Employees Association:



Ade Franklin, President

4.27.11
Date


For Washington State Council of County and City Employees, Council 2:



Diana Prenguber, Staff Representative

4-25-11
Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11
Date

18222
ADDENDUM B
ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY
ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~(Application Worker)~~ Social Services Specialistand any other classification that the parties may agree to include during the course of negotiations.

ADDENDUM B
ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
 - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
 - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
 - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
 - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

18222
ADDENDUM B
ADDENDUM A

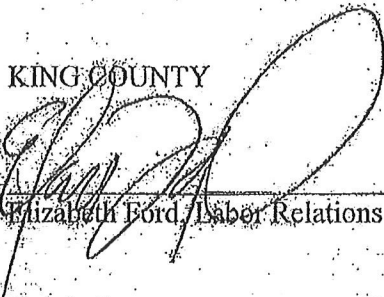
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

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ADDENDUM B
ADDENDUM A

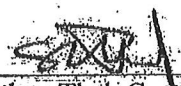
10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.


KING COUNTY


Elizabeth Ford, Labor Relations Manager

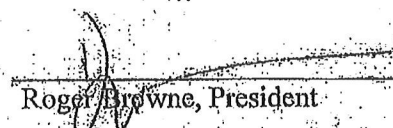
TEAMSTERS LOCAL UNION NO. 117


Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

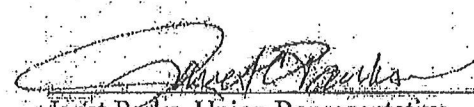

Behnaz Nelson, Union Representative

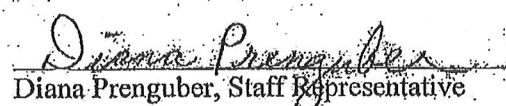
TECHNICAL EMPLOYEES ASSOCIATION


Roger Browne, President

IFPTE, LOCAL 17

WSCCCE, Council 2

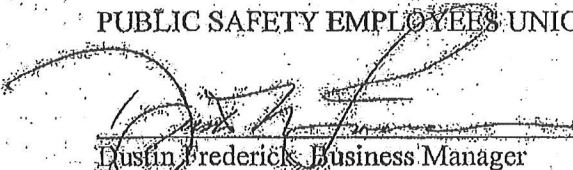

Janet Parks, Union Representative


Diana Prenguber, Staff Representative

OPEIU, LOCAL 8


Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519


Dustin Frederick, Business Manager